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Proposed Cooperation Agreement between the City
of Boston and the Boston Redevelopment Authority,
together with the Boston Redevelopment Authority
Certificate of Vote of July 29, 1971, authorizing
execution of the Agreement.

CITY OF BOSTON
IN CITY COUNCIL

ORDERED: That the Mayor of the City of Boston be, and he hereby is, authorized and empowered to execute and deliver in the name and behalf of the City of Boston an agreement with the Boston Redevelopment Authority in substantially the following form:

COOPERATION AGREEMENT
between
BOSTON REDEVELOPMENT AUTHORITY
and
CITY OF BOSTON
for
PARK PLAZA URBAN RENEWAL PROJECT

THIS AGREEMENT made this day of , 1971,
by and between the BOSTON REDEVELOPMENT AUTHORITY, herein called the
"Authority", a public body politic and corporate duly organized and
now existing under Chapter 121B of the General Laws of Massachusetts,
and the CITY OF BOSTON, herein called the "City", a municipal corpora-
tion in the Commonwealth of Massachusetts,

WITNESSETH THAT

WHEREAS an order passed by the City Council of the City on
 , 1971, and approved by the Mayor of the City on
 , 1971, has approved an Urban Renewal Plan, herein
called the Plan, adopted by the Authority for the Park Plaza Urban
Renewal Project, herein called the "Project", in that area of the City
of Boston, herein called the "Project Area", bounded and described as
follows:

Beginning at the intersection of the southerly sideline of
Beach Street and the easterly sideline of Knapp Street;

Thence running in a generally southerly direction along
said easterly sideline of Knapp Street to a point, said
point being the intersection of the centerline of Kneeland
Street and the easterly sideline of Knapp Street extended
thereto;

Thence turning and running in a generally westerly direc-
tion along the centerlines of Kneeland Street and Stuart
Street to a point, said point being the intersection of the

centerline of Stuart Street and the westerly sideline of Arlington Street;

Thence turning and running in a generally northerly direction along said westerly sideline of Arlington Street to a point, said point being the intersection of the westerly sideline of Arlington Street and the northerly sideline of Boylston Street;

Thence turning and running in a generally easterly direction along said northerly sideline of Boylston Street to a point, said point being the intersection of the northerly sideline of Boylston Street and the westerly sideline of Bumstead Court;

Thence turning and running in a generally southerly direction across Boylston Street along an extension of said westerly sideline of Bumstead Court to a point in the southerly sideline of Boylston Street;

Thence turning and running in a generally easterly direction along said southerly sideline of Boylston Street to a point, said point being the intersection of the easterly sideline of Washington Street and the southerly sideline of Boylston Street extended thereto;

Thence turning and running in a generally northerly direction along said easterly sideline of Washington Street to a point, said point being the intersection of the easterly sideline of Washington Street and the northerly sideline of Essex Street;

Thence turning and running in a generally easterly direction along said northerly sideline of Essex Street (past Harrison Avenue Extension) to a point, said point being the intersection of the northerly sideline of Essex Street and the easterly sideline of Harrison Avenue extended thereto;

Thence turning and running in a generally southerly direction along said easterly sideline of Harrison Avenue to a point, said point being the intersection of the easterly sideline of Harrison Avenue and the northerly property line of 19-25 Harrison Avenue extended thereto;

Thence turning and running in a generally westerly direction across Harrison Avenue along said extension of the northerly property line of 19-25 Harrison Avenue to a point in the westerly sideline of Harrison Avenue;

Thence turning and running in a generally southerly direction along said westerly sideline of Harrison Avenue to a point, said point being the intersection of the westerly sideline of Harrison Avenue and the northerly sideline of Beach Street;

Thence turning and running in a generally westerly direction along said northerly sideline of Beach Street to a point, said point being the intersection of the northerly sideline of Beach Street and the westerly property line of 27-39 Harrison Avenue;

Thence turning and running in a generally southerly direction across Beach Street along an extension of said westerly property line of 27-39 Harrison Avenue to a point in the southerly sideline of Beach Street;

Thence turning and running in a generally westerly direction along said southerly sideline of Beach Street to the point of beginning, said point being the intersection of the southerly sideline of Beach Street and the easterly sideline of Knapp Street;

Excluding, however, the structures at 19-25 Harrison Avenue and 27-39 Harrison Avenue.

AND WHEREAS the Plan provides for the acquisition of the land in the Project Area, the demolition of the structures thereon, the construction of certain public improvements, and the disposition of the land in the Project Area for uses in accordance with the Plan;

AND WHEREAS the public improvements to be constructed by the Authority in the Project Area are as follows:

<u>DESCRIPTION OF WORK</u>	<u>ESTIMATED COST</u>
Rebuilding of Arlington Street (between Boylston and Stuart)	\$ 245,650
Rebuilding southerly half of Boylston Street) (between Arlington and New Charles	593,900
Resurfacing of Boylston Street (between New Charles and Tremont	
Rebuilding of Church Street (between Columbus and Stuart)	24,750
Rebuilding of Columbus Avenue (between Stuart and Church)	285,000
Construction of New Charles Street (between Boylston and Stuart)	
including \$4,339,850 for acquisition of land and demolition of buildings and \$338,300 for construction of streets	4,678,150
Rebuilding of Providence Street (between Arlington and Providence Street Extension)	175,100
Construction of New Providence Street Extension (between Providence and Stuart)	139,900
Rebuilding of Stuart Street (between Arlington and Tremont)	599,250
Resurfacing of Tremont Street (between Boylston and Stuart)	58,300

including street lighting, high-service water system, low-service water system, high pressure fire system, surface drainage system, sanitary sewer system, traffic control system, street traffic and directional signs, and police signal and fire alarm systems, substantially as described in the Project Improvements Report.

AND WHEREAS the Authority is in need of financial assistance to defray such part of the acquisition and development costs of the Project as will not be met by loans through such other sources;

NOW, THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the Authority and the City hereby agree as follows:

1. The Authority will undertake the Project in accordance with the Plan and as funds become available will commence and carry out each successive phase of the Project as expeditiously as possible,

consistent with the development schedule annexed hereto marked Schedule A. Such schedule may not be materially changed except with the approval of the Authority. Written notice of such change shall be sent to the City Council within one week of its adoption by the Authority.

As soon as construction begins on A-1, the Authority will immediately advertise for the redevelopment of Parcels D & E. Unless the Authority shall have selected a Developer for Parcels D & E within 3 years from the date of approval of this plan, parcels D & E shall no longer be considered to be part of the Park Plaza Project Area.

2. The City will provide, through grants-in-aid to the Authority pursuant to G.L. c. 121B, s. 20, \$6.8 million and such other sums as may be voted on by the City Council for the construction of the aforesaid public improvements to be constructed by the Authority, including the acquisition of the land therefor and the demolition of structures thereon. The City agrees to make, from time to time, upon demand of the Authority, payments to the Authority on account of the City's obligation under this paragraph, provided no such payments shall be made by the City to the Authority until:

(a) The Authority has received funds or security therefor other than the funds to be made available by the City covering land acquisition and relocation costs for the next scheduled phase of the Project, in amounts (and in the case of security, in form) satisfactory to the Authority; and

(b) A commitment on terms and conditions satisfactory to the Authority has been secured for the financing of demolition and construction of the next scheduled phase of the Project.

3. Upon receipt of appropriate monies from the City pursuant to paragraph 2 hereof, the Authority will commence, and thereafter diligently prosecute to completion, consistent with the Schedule A annexed hereto, construction of the aforesaid public improvements, including the acquisition of land therefor and the demolition of any structures on such land. The cost of such acquisition and demolition shall be pro-rated over the total area so acquired on a per-square-foot basis; and the City shall be reimbursed by the Authority, or its obligation to the Authority under paragraph 2 hereof reduced, on such basis for all land so acquired and not included within the limits of such public improvements but sold by the Authority for uses in accordance with the Plan.

4. The City shall convey to the Authority for a price equal to the fair market value thereof such property owned by the City as is stated in Section D of the Plan to be acquired by the Authority when such amount is paid by the Authority to the City.

5. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way as may be necessary in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages paid to others under Chapter 79 of the General Laws of Massachusetts or any other provision of law for

any such vacating or laying out.

6. The City, acting by its Mayor, will recommend to the proper board or officer such action as may be necessary to waive, change or modify, to the extent necessary and possible under the laws as they then exist, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

7. The Authority shall require the developer to be entirely responsible for the payment of real estate taxes against the property in the Project Area, and for payments in lieu of taxes on account of property in the Project Area which may be exempt from taxation by reason of the Authority's ownership, in amounts determined by the City, equal to the amount which would have been payable, in the aggregate, as real estate taxes if the property were not exempt from taxation and fee title thereto was held by the developer; provided, however, that no tax or payment in lieu of taxes shall be assessed or due upon public streets and public improvements after the acquisition of such property by the Authority.

8. On July first in each calendar year beginning with the fourteenth calendar year after the calendar year in which construction of Stage I of the Project commences, the Authority, whether or not anything is payable in such year to the City under paragraph 7. and in addition to anything so payable, shall pay the City such sums of money as may be received by the Authority under an agreement between the Authority and the developer of Stage I wherein such developer agrees to aid in defraying the cost of public improvements in the Project Area.

9. Every public improvement constructed by the Authority hereunder and every other improvement constructed in the Project Area, shall be available to and serve all persons without regard to race, color, sex, religion or national origin.

10. The Authority shall not lease any property in the Project Area for a term longer than two years.

11. Any land disposition agreement entered into by the Authority for land in the Project Area shall provide, in a fashion satisfactory to the Authority:

(a) That the redeveloper and the Authority shall each waive any so-called third-party beneficiary defense to an action brought by the City to enforce any provision in such agreement;

(b) That the developer will diligently prosecute to completion each successive phase of the project, consistent with Schedule A annexed hereto, subject to causes beyond the redeveloper's reasonable control;

(c) That if the redeveloper shall fail to perform in accordance with any of its obligations under a land disposition agreement, those portions of the project area covered by such land disposition agreement, shall revert to the Authority, subject, however

to the rights of any mortgagee to proceed to perform the obligations of the redeveloper and avoid reversion, or to preserve the mortgage lien as a prior claim on land which may so revert; and

(d) That if the Authority shall issue bonds in order to assist in the financing of any part of the project, neither the City nor the Authority shall have liability to pay the indebtedness evidenced by the bonds, or any of them, under any circumstance.

(e) That the redeveloper shall require as to any parking facility operated within the Project Area that the rates charged to daily commuters who live and work outside the Project Area shall be, on an hourly basis, at least double the rates charged to persons parking there for four hours or less.

12. The Master Land Disposition Agreement to be executed by the Authority and the redevelopers of Parcels 1, 2, and 3 of the Project Area shall contain a clause obligating such redevelopers to deposit with the Authority either in the form of cash or a Letter of Credit on a form, on conditions, and from a bank acceptable to the Director of the Authority the sum of \$500,000 in total at the time the Land Disposition Agreement is executed. It will further obligate the redeveloper after completion of Stages A and B further to increase such deposit by an additional \$500,000 by means of an unconditional Letter of Credit, in form and from a bank acceptable to the Authority. Such additional \$500,000 shall, however, be reduced from time to time by:

(a) All legal and appraisal costs for which the Redeveloper is responsible, and

(b) All other payments to be made by the Redeveloper to the Boston Redevelopment Authority to reimburse the Authority for out-of-pocket costs and expenses in connection with the project.

The deposit shall be reduced to \$500,000 in total upon the start of construction of Stage E.

13. Within one year of the date hereof the City shall have caused appraisals to be made of each of the properties in Disposition Parcels 4 and 5 (Stage II). Such appraisals shall establish the value of each such property as of the date hereof and shall be made at the initial expense of the City; provided that the City shall be reimbursed for such expense by the person or persons selected to develop such parcels within thirty (30) days after execution by him or them of a land disposition agreement. Any land disposition agreement entered into by the Authority for land in the Project Area, shall provide in a fashion satisfactory to the Authority that no land shall be acquired by the Authority or the redeveloper in Disposition Parcels 4 or 5, whether by purchase or eminent domain, at less than the sum at which it will have been appraised on behalf of the City, except that nothing in this section shall be construed to require the City or Authority or developer to make payments in excess of fair market value at the time of the taking unless the owner has made every effort to maintain the highest use of his property.

14. (a) The Authority agrees that it shall require the Developer, within 90 days after Stage E has become available for development, to make applications to the Federal Housing Authority (FHA), the Massachusetts Housing Finance Agency (MHFA) and the Boston Housing Authority (BHA) in order to secure the financing and subsidies necessary for housing for the elderly, under the appropriate programs of these agencies.

(b) The Authority further agrees that it shall require the Developer to actively pursue said applications and that failure on the part of the Developer to actively pursue said applications shall constitute a default of the Developer's obligations.

15. The Authority will itself, or through a redeveloper, reimburse residents and businesses relocated from the project area for relocation payments in the amount provided under then current federal relocation rules. The redeveloper will provide such funds as are required to defray the costs established by federal relocation rules prevailing at the time the Authority first sought bids for the Project, plus 50% of any sums in addition thereto resulting from payment of benefits under federal regulations in effect when such relocations occur. The City will provide the other 50% of such additional sums.

16. Where the Authority, in its own discretion, shall determine that there is a bona fide hardship in the case of any resident or business to be taken within the project area, the Authority, with the approval of the developer, shall arrange for the early acquisition of said resident's or business' property. The Authority shall, where necessary, require any developer to provide the funds necessary for such early acquisition in advance of such time as such funds would otherwise be required under the provisions of any land disposition agreement or other agreement with said developer.

17. It is the specific intent of the City Council that each of the approvals given by the City Council in its final vote adopting this Cooperation Agreement is conditioned on acceptance by the Authority of all of the changes voted by the City Council, whether in approving or amending the report of the Committee on Urban Development. If any of such changes are not effected by the Authority or Urban, all approvals herein given are specifically nullified and invalidated. Should the Authority find any changes unacceptable, it must resubmit the Plan for City Council approval with written notice of such part or parts as are found unacceptable and such changes as are recommended for City Council action.

IN WITNESS WHEREOF the Authority and the City have respectively caused this Agreement to be duly executed on the day and year first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Director

ATTEST:

CITY OF BOSTON

By _____
Mayor

SCHEDULE A

DEVELOPMENT SCHEDULE FOR THE VARIOUS STAGES OF PARK PLAZA

Stage A - Hotel and Parking Garage (Parcel 2)

Substantial construction shall commence not later than four (4) months after land is cleared and streets and utilities are available to permit construction to commence, it being understood that financing will be available six (6) months after approval of the Schematic Design, and that land acquisition can be started. It is hoped that land will be available by late spring or early summer of 1972.

(18 mos.) Stage B - First Residential Tower and First Portion of Retail Arcade (Parcel 1, between Charles Street and Hadassah Way).

Construction is to commence approximately six (6) months following commencement of construction on Stage A but in no event later than eighteen (18) months following commencement of construction on Stage A. Stage B and Stage A are interchangeable as to time.

(30 mos.) Stage C - Retail Arcade and Low Rise Office Space (Parcel 1, between Hadassah Way and Arlington Street).

Construction is to commence approximately eighteen (18) months following commencement of construction on Stage A but in no event later than thirty (30) months following commencement of construction on Stage A.

(72 mos.) Stage D - Residential Tower (western portion of Parcel 3).

Construction is to commence approximately thirty-six (36) months following commencement of construction on Stage A but in no event later than seventy-two (72) months following commencement of construction on Stage A.

(84 mos.) Stage E - Third Residential Tower (eastern portion of Parcel 3, to include low-to-moderate-income housing for the elderly if subsidized financing for the same can be secured.)

Construction is to commence approximately forty-eight (48) months following commencement of construction on Stage A but in no event later than eighty-four (84) months following commencement of construction on Stage A.

Stage F - Office Tower (Parcel 1, corner of Arlington and Boylston Streets).

Construction is to commence no later than eighty-four (84) months following commencement of construction on Stage A.